

December 26, 2012

Via ECFS and Electronic Mail

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Katie King, Special Counsel
Telecommunications Access Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: *In the Matter of Developing a Unified Intercarrier Compensation Regime; Establishing Just and Reasonable Rates for Local Exchange Carriers; Connect America Fund; High-Cost Universal Service Support; A National Broadband Plan for Our Future*, CC Docket No. 01-92; WC Docket No. 07-135; WC Docket No. 10-90; WC Docket No. 05-337; GN Docket No. 09-51 Acknowledgments of Confidentiality for Supplemental Protective Order

Dear Ms. Dortch and Ms. King:

In accordance with the procedures outlined in the *Third Supplemental Protective Order*, DA 12-1995, in the above-captioned proceeding, please find attached executed copies of Appendices A, B, and C, for various employees of Blackfoot Telephone Cooperative, Inc.

Respectfully Submitted,
/s/ Jason B. Williams
Jason B. Williams
Vice President - General Counsel

Enclosures

cc: Margaret Avril Lawson (*via e-mail*)
(Outside Counsel to CostQuest Associates, Inc.)

APPENDIX A

Acknowledgement of Confidentiality—WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

I hereby acknowledge that I have received and read a copy of the foregoing Third Supplemental Protective Order in the above-captioned proceeding. If I am seeking access to the User Materials, I also acknowledge that I have received and read a copy of the attached Restricted CACM License (the "Licensing Agreement"), and I understand it. If I am seeking access to the Source Code Materials, I acknowledge that I have received and read a copy of the attached Non-Disclosure Agreement for Source Code, and I understand it. If I am seeking access to the System Evaluator package, which provides access to both User Materials and Source Code Materials, I acknowledge that I have received and read a copy of both the Licensing Agreement and the Non-Disclosure Agreement for Source Code, and I understand both.

I agree that I am bound by the Third Supplemental Protective Order and by one or both of the Licensing Agreement and/or Non-Disclosure Agreement for Source Code, as appropriate, and that I shall not disclose or use Licensed Materials except as allowed by the Third Supplemental Protective Order, the Licensing Agreement and/or Non-Disclosure Agreement for Source Code.

I acknowledge that a violation of the Third Supplemental Protective Order is a violation of an order of the Federal Communications Commission.

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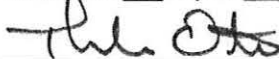
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I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized access to or disclosure of Licensed Materials.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Third Supplemental Protective Order.

I hereby request access to the User Materials:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I hereby request access to the Source Code Materials:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I hereby request access to the System Evaluator package:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Executed this 18 day of Dec, 12.



[Name] and [Position]	THEODORE OTIS, CFO
[Address]	1221 N RUSSEL ST
[Telephone]	MISSOULA, MT 59808
[E-mail address]	406.541.5228
	totis@blackfoot.com

APPENDIX B

CostQuest Associates, Inc. Restricted CACM License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

Blackfoot Telephone Cooperative, Inc.
THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the 18 day of Dec, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and ~~THEODORE OTIS~~ ("Licensee") with respect to, and including any derivative works of: (i) CostQuest's proprietary software application (the Connect America Fund Phase II forward-looking model or the "Connect America Cost Model" or "CACM"), (ii) the output of the CACM which includes only screen shots, CACM Reports, CACM Solution Sets, CACM audit reports, CACM derived data provided by Contractor to Company, and downloads available directly from the CACM website ("CACM Output"), (iii) proprietary CACM inputs, data and databases, (iv) network topologies provided as inputs to the CACM, and shall also include related drawings, designs, object code, applications, analytic tools, data provided by CostQuest that is not otherwise publicly available and that CostQuest has kept strictly confidential, defined processes and approaches, and concepts, created or generated by CostQuest at any time before, during, and under this protective order (collectively, the "User Materials"). Licensee and CostQuest will be referred to collectively as the "Parties."

CostQuest hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license to use the User Materials, whether in form of the on-line or system evaluator versions, without fees, charges, or costs to the Licensee of any kind. Licensees will be provided with a minimum of 50 GB of storage capacity for Licensee CACM solution sets at no charge (for additional storage, a fee of \$55 per 10 GBs may be assessed). Licensee shall make use of the User Materials under the following terms and restrictions:

1. License Grants and Restrictions

- 1.1. Licensee shall utilize the User Materials only for review and evaluation for purposes of providing comments and other filings to the Federal Communication Commission ("FCC") in WC Docket No. 10-90, and in concurrent related or subsequent related administrative or judicial proceedings (the "Project").
- 1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the User Materials for any other purpose or in any other manner.
- 1.3. Licensee shall make copies only of the licensed CACM Output as required for the Project as described in section 1.1 above. On any copy of the CACM Output that Licensee is permitted to make or distribute, Licensee shall reproduce all copyright notices and any other proprietary legends of CostQuest as they appear.
- 1.4. Licensee shall not make any copies, distribute, sublicense, transfer, sell, rent, disclose, or make available any User Materials provided under this Licensing Agreement except consistent with the Third Supplemental Protective Order.
- 1.5. Licensee shall at all times maintain the confidentiality of the User Materials, handling the User Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the User Materials should come into the possession of unauthorized third parties as a result of a breach by Licensee of this Licensing Agreement, Licensee shall, at its expense and

IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

CostQuest Associates, Inc.

By: _____
James Stegeman, President

LICENSEE:

Theodore Otis THEODORE OTIS
[name]

CEO
[position]

BLACKFOOT
[company]

1221 N RUSSEL ST MISSOULA MT 59808
[address]

406.541.5228
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totis@blackfoot.com
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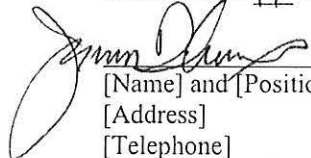
I hereby request access to the Source Code Materials:

☒ Yes ☐ No

I hereby request access to the System Evaluator package:

☒ Yes ☐ No

Executed this 17 day of DECEMBER, 2012


 [Name] and [Position]
 [Address]
 [Telephone]
 [E-mail address]

JAMES D ENAUX MGR QA/EA
 1221 NORTH WISSELE ST
 MISSOULA, MT 59808
 406.541.5030
 jereaux@blackfast.com

APPENDIX B

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Blackfoot Telephone Cooperative, Inc.
THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the 17 day of December, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and ~~Jim Enck~~ ("Licensee") with respect to, and including any derivative works of: (i) CostQuest's proprietary software application (the Connect America Fund Phase II forward-looking model or the "Connect America Cost Model" or "CACM"), (ii) the output of the CACM which includes only screen shots, CACM Reports, CACM Solution Sets, CACM audit reports, CACM derived data provided by Contractor to Company, and downloads available directly from the CACM website ("CACM Output"), (iii) proprietary CACM inputs, data and databases, (iv) network topologies provided as inputs to the CACM, and shall also include related drawings, designs, object code, applications, analytic tools, data provided by CostQuest that is not otherwise publicly available and that CostQuest has kept strictly confidential, defined processes and approaches, and concepts, created or generated by CostQuest at any time before, during, and under this protective order (collectively, the "User Materials"). Licensee and CostQuest will be referred to collectively as the "Parties."

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- 1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the User Materials for any other purpose or in any other manner.
- 1.3. Licensee shall make copies only of the licensed CACM Output as required for the Project as described in section 1.1 above. On any copy of the CACM Output that Licensee is permitted to make or distribute, Licensee shall reproduce all copyright notices and any other proprietary legends of CostQuest as they appear.
- 1.4. Licensee shall not make any copies, distribute, sublicense, transfer, sell, rent, disclose, or make available any User Materials provided under this Licensing Agreement except consistent with the Third Supplemental Protective Order.
- 1.5. Licensee shall at all times maintain the confidentiality of the User Materials, handling the User Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the User Materials should come into the possession of unauthorized third parties as a result of a breach by Licensee of this Licensing Agreement, Licensee shall, at its expense and


IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

CostQuest Associates, Inc.

By: _____
James Stegeman, President

LICENSEE:

JAMES D. EREAUX 
[name]

MGR QA/EA
[position]

BLACKFOOT TELECOMMUNICATIONS, INC
[company]

121 NORTH WISSEB ST MISSOULA, MT
[address] 59808

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[telephone]

jereaux@blackfoot.com
[email address]

406 532 5013
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APPENDIX C

**Non-Disclosure Agreement for CostQuest CACM Source Code for Use in the FCC Proceeding in
WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial
Proceedings**

THIS NON-DISCLOSURE AGREEMENT ("Non-Disclosure Agreement for Source Code") is accepted and made effective as of the 11 day of December, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and Jim Ferguson ("Viewer") with respect to CostQuest's proprietary and confidential source code for its Connect America Phase II forward-looking cost model software application (the Connect America Cost Model or "CACM"). The source code means (i) a system evaluator version of the CACM along with any sample CACM databases, which may be used to test the operation of the CACM ("System Evaluator package") and which contains CACM source code, (ii) a digital rights management protected PDF file or files containing the processing source code for the network topology application and CACM, as appropriate (collectively, the "Source Code Materials"). Viewer and CostQuest will be referred to collectively as the "Parties."

1. General Terms and Restrictions

- 1.1. CostQuest shall provide the Source Code Materials, including the relevant digital rights management protected PDF file or files containing the processing source code for the network topology application and CACM, as appropriate, to Viewer, without fees, charges, or costs to Viewer. The PDF file or files shall be viewable on a Windows-based personal computer and may require the use of a free PDF viewer.
- 1.2. Viewer shall hold Source Code Materials in strict confidence, and use at least the same degree of care as it uses to safeguard its own most confidential information, including trade secret information, so as to ensure that no unauthorized person has access to the Source Code Materials. Viewer shall access and use the Source Code Materials only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the FCC proceeding in WC Docket No. 10-90, and in concurrent related or subsequent related administrative and judicial proceedings (the "Project").
- 1.3. Viewer shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Source Code Materials for any other purpose or in any other manner.
- 1.4. Viewer shall not copy or reproduce the Source Code Materials in any manner except to reproduce limited excerpts in filings with the FCC consistent with the terms of the Third Supplemental Protective Order.
- 1.5. Viewer shall at all times maintain the confidentiality of the Source Code Materials, handling the Source Code Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the Source Code Materials should come into the possession of unauthorized third parties as a result of a breach by Viewer of this Non-Disclosure Agreement for Source Code, Viewer shall, at its expense and without limiting any other rights available to CostQuest, immediately notify CostQuest and use all commercially reasonable efforts to retrieve such materials and shall reimburse CostQuest for all reasonable expenses incurred by CostQuest in attempting to retrieve such materials.

Any terms on either Party's web site, product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall not have force or effect if the provision conflicts with the terms of this Non-Disclosure Agreement for Source Code. This Non-Disclosure Agreement for Source Code may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement for Source Code through their authorized representatives.

CostQuest Associates, Inc.

By: _____
James Stegeman, President

VIEWER:

James D Ercaux
[name]

MAN QA/CA
[position]

Blackfoot Telecommunications Inc
[Viewer company]

1221 NORTH BISCUM ST MISSOULA MT 59808
[address]

406 541 5030
[telephone]

jereaux@blackfoot.wm
[email address]

406 532 5413
[fax]

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I hereby request access to the User Materials:

☒ Yes ☐ No

I hereby request access to the Source Code Materials:

☐ Yes ☒ No

I hereby request access to the System Evaluator package:

☒ Yes ☐ No

Executed this 17 day of December, 2012.

[Name] and [Position]

[Address]

[Telephone]

[E-mail address]

Beau Bailey, Economic Analyst
1221 N Russell, Missoula, MT
59808

406-541-5525
bbailley@blackfoot.com

APPENDIX B

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IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

CostQuest Associates, Inc.

By: _____
James Stegeman, President

LICENSEE:

[name]

[position]


[company]

[address]

[telephone]

[email address]

[fax]

Beau Bailey 
Economic Analyst
Blackfoot Telecommunications Group
1221 N Russell, Missoula, MT 59808
406 - 541 - 5525
bbailey@blackfoot.com

APPENDIX C

Non-Disclosure Agreement for CostQuest CACM Source Code for Use in the FCC Proceeding in WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

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CostQuest Associates, Inc.

By: _____
James Stegeman, President

VIEWER:

Beau Bailey 
[name]

Economic Analyst
[position]

Blackfoot Telecommunications Group
[Viewer company]

1221 N Russell, Missoula, MT 59808
[address]

406 - 541 - 5525
[telephone]

bbailey@blackfoot.com
[email address]

[fax]

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☒ Yes ☐ No

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☐ Yes ☒ No

I hereby request access to the System Evaluator package:

☐ Yes ☒ No

Executed this 26th day of December, 2012

[Name] and [Position]

[Address]

[Telephone]

[E-mail address]

Jason B. Williams
VP-General Counsel
Blackfoot Telephone Corp, Inc.
Missoula, MT 59808
406 541 5454
jwilliams@blackfoot.com

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CostQuest Associates, Inc. Restricted CACM License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

THIS LIMITED LICENSE ("Licensing Agreement") is accepted and made effective as of the 26th day of December, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and Bluefoot Teleplan Corp. ("Licensee") with respect to, and including any derivative works of: (i) CostQuest's proprietary software application (the Connect America Fund Phase II forward-looking model or the "Connect America Cost Model" or "CACM"), (ii) the output of the CACM which includes only screen shots, CACM Reports, CACM Solution Sets, CACM audit reports, CACM derived data provided by Contractor to Company, and downloads available directly from the CACM website ("CACM Output"), (iii) proprietary CACM inputs, data and databases, (iv) network topologies provided as inputs to the CACM, and shall also include related drawings, designs, object code, applications, analytic tools, data provided by CostQuest that is not otherwise publicly available and that CostQuest has kept strictly confidential, defined processes and approaches, and concepts, created or generated by CostQuest at any time before, during, and under this protective order (collectively, the "User Materials"). Licensee and CostQuest will be referred to collectively as the "Parties."

CostQuest hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license to use the User Materials, whether in form of the on-line or system evaluator versions, without fees, charges, or costs to the Licensee of any kind. Licensees will be provided with a minimum of 50 GB of storage capacity for Licensee CACM solution sets at no charge (for additional storage, a fee of \$55 per 10 GBs may be assessed). Licensee shall make use of the User Materials under the following terms and restrictions:

1. License Grants and Restrictions

- 1.1. Licensee shall utilize the User Materials only for review and evaluation for purposes of providing comments and other filings to the Federal Communication Commission ("FCC") in WC Docket No. 10-90, and in concurrent related or subsequent related administrative or judicial proceedings (the "Project").
- 1.2. Licensee shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the User Materials for any other purpose or in any other manner.
- 1.3. Licensee shall make copies only of the licensed CACM Output as required for the Project as described in section 1.1 above. On any copy of the CACM Output that Licensee is permitted to make or distribute, Licensee shall reproduce all copyright notices and any other proprietary legends of CostQuest as they appear.
- 1.4. Licensee shall not make any copies, distribute, sublicense, transfer, sell, rent, disclose, or make available any User Materials provided under this Licensing Agreement except consistent with the Third Supplemental Protective Order.
- 1.5. Licensee shall at all times maintain the confidentiality of the User Materials, handling the User Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the User Materials should come into the possession of unauthorized third parties as a result of a breach by Licensee of this Licensing Agreement, Licensee shall, at its expense and

IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement by their duly authorized representatives effective as of the date first set forth above.

COSTQUEST:

CostQuest Associates, Inc.

By: _____
James Stegeman, President

LICENSEE:

Jason B. Williams
[name]

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APPENDIX C

Non-Disclosure Agreement for CostQuest CACM Source Code for Use in the FCC Proceeding in WC Docket No. 10-90 and Concurrent Related or Subsequent Related Administrative or Judicial Proceedings

THIS NON-DISCLOSURE AGREEMENT ("Non-Disclosure Agreement for Source Code") is accepted and made effective as of the 20th day of December, 2012 ("Effective Date"), between CostQuest Associates, Inc. ("CostQuest") and Jason Williams ("Viewer") with respect to CostQuest's proprietary and confidential source code for its Connect America Phase II forward-looking cost model software application (the Connect America Cost Model or "CACM"). The source code means (i) a system evaluator version of the CACM along with any sample CACM databases, which may be used to test the operation of the CACM ("System Evaluator package") and which contains CACM source code, (ii) a digital rights management protected PDF file or files containing the processing source code for the network topology application and CACM, as appropriate (collectively, the "Source Code Materials"). Viewer and CostQuest will be referred to collectively as the "Parties."

1. General Terms and Restrictions

- 1.1. CostQuest shall provide the Source Code Materials, including the relevant digital rights management protected PDF file or files containing the processing source code for the network topology application and CACM, as appropriate, to Viewer, without fees, charges, or costs to Viewer. The PDF file or files shall be viewable on a Windows-based personal computer and may require the use of a free PDF viewer.
- 1.2. Viewer shall hold Source Code Materials in strict confidence, and use at least the same degree of care as it uses to safeguard its own most confidential information, including trade secret information, so as to ensure that no unauthorized person has access to the Source Code Materials. Viewer shall access and use the Source Code Materials only for official purposes pertaining to providing comments and other filings to the Federal Communication Commission ("FCC") for use in the FCC proceeding in WC Docket No. 10-90, and in concurrent related or subsequent related administrative and judicial proceedings (the "Project").
- 1.3. Viewer shall not transfer, sell, rent, disclose, make available or otherwise communicate, resell, sublicense or use the Source Code Materials for any other purpose or in any other manner.
- 1.4. Viewer shall not copy or reproduce the Source Code Materials in any manner except to reproduce limited excerpts in filings with the FCC consistent with the terms of the Third Supplemental Protective Order.
- 1.5. Viewer shall at all times maintain the confidentiality of the Source Code Materials, handling the Source Code Materials in compliance with the Third Supplemental Protective Order. In the event that any portion of the Source Code Materials should come into the possession of unauthorized third parties as a result of a breach by Viewer of this Non-Disclosure Agreement for Source Code, Viewer shall, at its expense and without limiting any other rights available to CostQuest, immediately notify CostQuest and use all commercially reasonable efforts to retrieve such materials and shall reimburse CostQuest for all reasonable expenses incurred by CostQuest in attempting to retrieve such materials.

Any terms on either Party's web site, product schedule, or contained in any "shrinkwrap" or "clickwrap" agreement shall not have force or effect if the provision conflicts with the terms of this Non-Disclosure Agreement for Source Code. This Non-Disclosure Agreement for Source Code may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement for Source Code through their authorized representatives.

CostQuest Associates, Inc.

By: _____
James Stegeman, President

VIEWER:

Jason B. Williams
[name]

VP-General Counsel
[position]

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